

**EXHIBIT H**  
**DRAFT MAINTENANCE PLAN**

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## **INTRODUCTION**

This Maintenance Plan between \_\_\_\_\_ (hereinafter referred to as the "Concessioner") and National Capital Parks – East (hereinafter sometimes referred to as either the "Service" or the "Park") will serve as a supplement to Concession Contract CC-NACE003-06 (hereinafter referred to as the "CONTRACT"). It describes specific maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities, referred to collectively as Concession Facilities, within the boundaries of the Park that are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent of National Capital Parks – East in consultation with the Concessioner and revised as determined necessary by the Superintendent. Revisions may not be inconsistent with the terms and conditions of the main body of the CONTRACT. Revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

### **1) General Standards for National Park Concession Facilities**

The National Park Service Concessions Management Guideline offers general direction, expectations and standards on all aspects of concession operations.

The Concessioner is required by the terms of the CONTRACT to maintain the facilities used in a manner that is acceptable to the Service. It is the purpose of this Maintenance Plan to help define the necessary standards and to define the maintenance relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the CONTRACT and this plan.

### **2) Definitions**

In addition to all the defined terms contained in the CONTRACT and all other Exhibits, the following definitions apply to this Maintenance Plan.

- (1) **Asset** – Real or Personal Property or component thereof that the Service desires to track and manage as a distinct identifiable entity. An Asset may be as small as any physical item or as large as a Structure or grouping of Structures, land features, or other tangible property that has a specific Service or function. The term "Asset" also means movable items such as vehicles and equipment. Typically, an asset is a uniquely identifiable element with a financial value against which Maintenance actions can be recorded. Assets may share a hierarchal relationship wherein a building is defined as an Asset and elements within the building are also defined as Assets in a "parent-child" management and reporting relationship that usually occurs in a Computerized Maintenance Management System ("CMMS").
- (2) **Capital/Component Renewal** – The Replacement or Reproduction of Assets at the end of their Serviceable Life. Renewal includes the deconstruction of the existing system or system components and Replacement with a new system of equal capability and performance. Capital/Component Renewal includes Statutory/Mandated

Corrective Measures necessary to attain code and regulatory compliant Asset infrastructure and systems. Capital/Component Renewal typically represents the action required to correct a Level III Condition Deficiency.

- (3) **Condition Deficiency** – A condition that may affect or reduce the Serviceability, life, or economic value (as determined by the Reproduction Cost) of an Asset. The type of corrective action needed determines condition deficiencies. The four levels of Condition Deficiency are:
- Postponed Cyclic or postponed Preventive Maintenance (Level I)
  - Repair (Level II)
  - Capital/Component Renewal (Level III)
  - Major Rehabilitation or Structure Replacement (Level IV).
- (4) **Cyclic Maintenance** – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the serviceable life of an asset. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of luminaries, engine overhaul, and refinishing hardwood floors. Postponed Cyclic Maintenance is a Level I Condition Deficiency.
- (5) **Deferred Maintenance** – A curable, physical Condition Deficiency that requires correction.
- (6) **Exterior** – refers to Structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, sidewalks, walkways, parking lots, landscaping, utilities, and related components within the Concessioner's land assignments.
- (7) **Facility Condition Index ("FCI")** – FCI is a comparative indicator of the relative condition of facilities and is expressed as a ratio of the cost of remedying Condition Deficiencies over the Reproduction Cost (Facilities Condition Index (FCI) = Condition Deficiencies (\$) divided by Current Reproduction Cost (\$)). FCI is an industry standard index that provides a method of measurement to determine the relative condition of a single Structure or group of Structures and allows for comparison of dissimilar construction types and buildings. It also provides a corresponding metric as a percentage indicating a deferred maintenance backlog.
- (8) **Facility Operations** – Work to keep the facility performing the function for which it is currently classified.
- (9) **Interior** – refers to the area of structures inside the external walls and under the roof, including door and window frames. This also includes all equipment, appurtenances, and utility systems that penetrate the walls, roof, or foundation.
- (10) **Maintenance** – The work necessary to maintain the original anticipated useful life of a fixed asset (or subsequent improvement). It is the upkeep of property and equipment. Maintenance includes periodic and/or occasional inspection, adjustment, lubrication, cleaning (non-janitorial), painting, Replacement of parts, Repairs, and other actions to prolong service and prevent unscheduled breakdown, but it does not prolong the life of the property or equipment or add to its value.

- (11) **Personal Property** – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the CONTRACT. Identified in the Asset inventory as Concessioner property or Government assigned personal property.
- (12) **Preventive Maintenance (“PM”)** – Planned, scheduled servicing, inspection, and adjustment, that results in continued service, fewer breakdowns, and prevents premature failure of equipment and materials. Postponed Preventive Maintenance is a Level I Condition Deficiency.
- (13) **Real Property System** – Systems and components within a Structure that exhibit a Design Life that differs substantially from the Structure (e.g., roof system, mechanical system, electrical system, fire protection system, potable water distribution system, water treatment system). For building systems, generally defined as Level II Group Elements by ASTM E 1557 Uniformat II.
- (14) **Repair** – The action required to correct a Level II Condition Deficiency. Work to restore the appearance and function of Assets to meet the Condition Standards of the Asset. As a basic distinction, Repairs are curative, and Maintenance is preventive. Replacement is an alternative to Repair.
- (15) **Replacement** – Exchange or substitution of one Asset for another with the capacity to perform the same function at a level of utility and Service equivalent to the original Asset.
- (16) **Statutory or Mandated Corrective Measure** – Represents modification requirements to existing real property Assets required to meet current regulatory and governmental requirements (as amended, supplemented, or superseded) such as regulations and codes that may not have existed at the time of construction. Mandated corrective measures include Americans with Disabilities Act (“ADA”) requirements, environmental requirements, and life/safety upgrades.

### 3) **Concessioner Responsibilities**

#### A) **General**

- (1) The Concessioner will be responsible for all maintenance and repairs to all Concession structures, facilities, and personal property. The Concessioner will correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines, relative to the marina, and all other services required under the CONTRACT.
- (2) *Standards of Performance for Maintenance*
  - (a) All maintenance will be conducted in compliance with all Applicable Laws, the following referred sections of the 2003 version of the International Property Maintenance Code (“IPMC”), and the manufacturer’s recommendations and/or specifications will be observed. In the event of any conflict between Applicable Laws and the IPMC and/or manufacturer’s specifications, Applicable Laws will

prevail. In the event of a conflict between the IPMC and manufacturer's specifications, the manufacturer's specifications will prevail.

- (b) The following sections of the IPMC are adopted by the Maintenance Plan and incorporated herein by reference. The IPMC is published by the International Code Council. Copies of the IPMC are available from the ICC at [www.iccsafe.org](http://www.iccsafe.org)
- In the referenced sections, the terms “property owner,” “owner,” and “occupant” refer to the Concessioner.
  - In the referenced sections, the term “code official” shall be changed to “Superintendent.”
  - Reference Chapter 1, Section 102; Applicability, the following paragraphs: 102.4 through 102.8.
  - Reference Chapter 1, Section 105; Approval, the following paragraphs: 105.2 through 105.4. Under Section 105.3, the term “jurisdiction” shall be changed to “Service”
  - Reference Chapter 3, Section 301; General.
  - Reference Chapter 3, Section 302; Exterior Property Areas, the following paragraphs: 302.1, 302.3, 302.5-302.7, 302.9.
  - Reference Chapter 3, Section 304; Exterior Structure, the following paragraphs: 304.1 – 304.2, 304.4 – 304.17 (in paragraph 304.14; the following shall be changed in the first sentence; replace “During the period from [DATE] to [DATE]” with “During the operating period.”)
  - Reference Chapter 3, Section 305; Interior Structure.
  - Reference Chapter 3, Section 306: Handrails and Guardrails in its entirety
  - Reference Chapter 3, Section 307; Rubbish and Garbage, the following paragraphs: 307.1, 307.2 (not including 307.2.1) and 307.3 (not including 307.3.1).
  - Reference Chapter 3, Section 308; Extermination, the following paragraph: 308.1.
  - Reference Chapters through 6.
    - ♦ In reference to Chapters Four through Six, in circumstances that existing buildings do not meet the minimum requirements as identified by both the Service and the Concessioner, the Service and Concessioner will mutually agree to projects that would bring the building into compliance where deemed necessary by the Service.
    - ♦ In reference to paragraphs 401.2, 501.2, 601.2 and 701.2, if the requirements are not met, the Service and Concessioner will determine if the building may be occupied.

- ◆ The exception under paragraph 403.3 shall be changed to “Where specifically approved in writing by the Superintendent.”
  - ◆ Paragraph 602.2, Residential Occupancies, insert the following at the beginning of the first sentence, “When in operation.”
  - ◆ Paragraph 602.3, Heat Supply, insert the following at the beginning of the first sentence, “When in operation.”
  - Reference Chapters 8.
- (3) *Environmental Practices.* The Concessioner will conduct maintenance activities in a manner that has minimal environmental impacts.
- (a) *Preventative Maintenance:* Preventative Maintenance will be utilized to prevent environmental impacts before they occur.
  - (b) *Energy and Water Efficiency.* The Concessioner will consider energy and water efficiency in all maintenance practices and integrate energy and water conserving measures whenever feasible. When Replacement is required, water or energy efficient products will be installed as practical, to replace less efficient products and to minimize energy and water consumption.
  - (c) *Equipment and Materials.* Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.
  - (d) *Contractors.* The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
  - (e) *Purchasing.* The Concessioner will purchase environmentally friendly cleaners and other products whenever appropriate.
  - (f) *Universal Design.* The Concessioner will incorporate universal design practices to the maximum extent practical.

## **B) Plans, Reports and Inspections**

There are a number of plans and reports required under the terms of this Exhibit H to the CONTRACT. For the purposes of this document, the term “plan” will refer to written materials that outline the Concessioner’s expected actions and expenses for a future period. The term “report” refers to written materials that document concessioner accomplishments and expenses during a defined historical period.

- (1) *Annual Maintenance Plan.* The Concessioner will provide the Service with an updated Annual Maintenance Plan (“AMP”) that covers all Concession Facilities and presents the Concessioner’s planned maintenance activities for the next calendar year. The plan will be delivered to the Superintendent on or before November 15. The Superintendent will provide written response within 45 days from receipt. The Annual Maintenance Plan is a separate document from the Annual Construction and Repair and Maintenance Management Plan defined in Exhibit F to the CONTRACT.

The Annual Maintenance Plan describes different activities than those included in Exhibit F. The AMP will include:

- (a) Preventive Maintenance (“PM”) Procedures and Schedules. PM procedures and schedules will be developed by the Concessioner and included in the plan to ensure that all Concession Facilities are properly maintained. At a minimum, PM procedures and schedules will include detailed PM activities for each building system (including, but not limited to, roofs, building envelopes and mechanical equipment). At a minimum, the PM procedures and schedules will adhere to manufacturers’ recommendations. The PM procedures will describe the tasks that the concessioner expects to perform during the next calendar year and those that were performed in the previous calendar year (for comparative purposes). The PM schedules will define the frequency.
  - (b) Cyclic Maintenance Schedules. Programmed cyclic maintenance items will be included in the report. Typical items in this category include carpet and paint.
  - (c) Scheduled and Unscheduled Maintenance Items. A plan will be developed to schedule other maintenance requirements during the year, such as deferred maintenance. The plan will include a Service call procedure and method to prioritize Service calls for unscheduled maintenance items. An inspection plan will be included that describes the process in which the Concessioner will ensure that the Concession Facilities are being maintained properly and that deferred maintenance items are being corrected in a timely manner.
  - (d) Projected expenditures to accomplish the items in the Annual Maintenance Plan. The required level of detail for reporting projected expenditures will be mutually agreed upon by the Service and the Concessioner.
  - (e) In addition to the above information, the plan will include data from the previous year for each building based upon the reporting hierarchy described previously. Information will be reported in such a manner as to clearly document the PM, Cyclic Maintenance, and Scheduled and Unscheduled Maintenance activities that were accomplished during the prior year and allow the Service to view these in conjunction with those activities that are planned for the coming year.
- (2) *Repair and Maintenance Reserve Plan.* The Concessioner will provide the Service with a “Repair and Maintenance Reserve Plan” that covers all Concession Facilities. The Repair and Maintenance Reserve Plan will be updated as requested by the Service but no less frequently than once per year. The plan will be delivered to the Superintendent on or before November 15. The Superintendent will provide a written response within 45 days from receipt. The plan will include:
- (a) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds over the remaining life of the CONTRACT.
  - (b) Projects that are scheduled to be completed during the next year. These projects will have a completed project statement that includes a detailed scope, schedule of when work will begin, and a total project cost estimate. Written approval from the Service is required before these projects may begin.



- (c) The Service reserves the right to require the Concessioner to replace any component or building system at the end of its useful life or when the item presents a quality, safety, or environmental issue.
- (3) *Periodic Preventive Maintenance (“PM”) Reports.* From time to time, the Service will request PM reports that include a description of all completed PMs for the year to date. Descriptions will include the hours and costs for the time period reported. The Periodic PM Reports will also include a list of all PMs that were not completed in accordance with the schedule submitted in the AMP. Reports should be generated and the Concessioner and Service will agree to the appropriate level of detail for PM reports.
- (4) *Personal Property Replacement Plan.* The Concessioner will provide the Service with its planned personal property replacement schedule for the next calendar year by November 15 of each year of the contract. The plan will include the estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced personal property at time of replacement.
- (5) *Operational Evaluation.* Subsequent to the aforementioned initial inspection and annually thereafter, the Service will conduct inspections and reviews of the assigned Concession Facilities. The purpose of these inspections and reviews is to verify that the facilities are being properly maintained and that the facilities comply with the requirements set forth in this Maintenance Plan. These inspections and reviews generally will occur on a schedule to be submitted to the Concessioner. Based upon the identified needs, the Service, in consultation with the Concessioner, will develop a timeline to cure the noted deficiencies.

SUMMARY OF REPORTING REQUIREMENTS INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Annual Maintenance Plan	Annual	November 15	Exhibit H,3 B (1)
Repair and Maintenance Reserve Plan	Annual	November 15	Exhibit H,3 B (2)
Periodic Preventative Maintenance Report	Annual	As required by the Service	Exhibit H,3 B (3)
Personal Property Replacement Plan	Annual	November 15	Exhibit H,3 B (4)
Landscape Plan	Annual	On or before October 1 of each year	Exhibit H,3 (I)(1)(a)
Pesticide Request Form and Pesticide Use Log	Annual	On or before December 31 of each year	Exhibit H,3 (I)(1)(c)
Environmental Management Program	Initial	Within 60 days of the effective date of CONTRACT execution	Draft CONTRACT, Sec. 6 (b) (1)

### C) Facility Maintenance

The following are guidelines in addition to the IPMC:

- (1) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by applicable codes.
  - (a) All personnel conducting Repair, Maintenance, and Rehabilitation work on Assets will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
- (2) *Specifications.* Repairs or Replacements will be done in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines and are subject to Service approval.
- (3) *Emergency Repairs.* May be done without prior Service approval with appropriate documentation to follow within one business day.
- (4) *Access to Concession Facilities.* The Superintendent and/or his or her designated representative will have access to all Concession Facilities in the Park at any time and without notice to conduct evaluations and other required inspections.
- (5) *New Construction and Capital Improvements*
  - (a) Plans for new construction, additions to structures, Major Rehabilitations, and all other capital improvements must be prepared and stamped by licensed architects and engineers. Three sets of plans must be submitted for Service review and approval. The Service will attempt to review and comment on plans within 15 days. The Service will not review or approve plans that are not stamped.
  - (b) Upon completion, any new construction or capital improvement will be communicated to the Superintendent. Information for any new construction or capital improvement will include updates to the PM procedures and schedules, life cycle estimates, and tracking procedures.
  - (c) From time to time, the Park will undertake and fund construction and capital improvements within Concession Facilities. The Park will work with the Concessioner to minimize impacts from these projects upon Visitor Services and Concessioner operations. The Concessioner will cooperate with the Park to achieve Service objectives and complete Park projects in a timely and workmanlike manner.
  - (d) The Concessioner will hire a qualified licensed inspector to inspect all new construction or significant project work during construction and upon completion. An inspection report verifying code compliance must be submitted to the Service prior to using or occupying the improvements. Computer generated "as built" drawings in the current version of AutoCAD and a project completion report, which includes total project costs, will be supplied to the Service within 45 days of completion of work on the project.
  - (e) The Concessioner is responsible for obtaining the appropriate permits as required by the District of Columbia.
- (6) *Painting.* Unless required more frequently per the manufacturer's recommendation or the IPMC, paintable surfaces shall be painted on a regular cycle, exteriors not less

than once every five (5) years, and interiors not less than once every seven (7) years. Paint products shall be of a "best quality" from a major manufacturer and a type and color that is readily available on the open market. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content ("VOC"), latex coatings when technically feasible and appropriate. When oil based paints are used, minimize solvent use by means of thinner settling and reuse whenever possible.

- (7) *Exterior Lighting.* All lights must be shielded to cast light downward only to protect night skies (exterior lighting shall provide the minimum necessary lighting for visitor safety and security of facilities). New installations must be approved by the Service. Fluorescent or energy efficient light bulbs will be used where feasible.
- (8) *Asbestos.* The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos in all assigned buildings and areas. Any repair or replacement of asbestos containing surfaces will be performed with the written approval of the Superintendent.

#### **D) Utilities**

The Concessioner is responsible for contracting with independent suppliers to provide year-round electrical and water service. The Concessioner is responsible for direct payment to these suppliers.

- (1) *Electrical.* The Concessioner will maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities including all fixtures (lamps, cord and equipment) affixed to secondary electrical lines. Any changes to the utility section require written approval from the Superintendent.
  - (a) The Concessioner will repair or replace all electrical system damage at its expense within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner's employees or its subcontractors.
  - (b) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.
- (2) *Water*
  - (a) The Concessioner will maintain and repair the water system within the Concession Facilities. All work on water systems will meet District of Columbia requirements. This maintenance and repair will include, but is not be limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots. The Concessioner will activate, deactivate, and winterize system components as necessary, as part of normal maintenance. The Concessioner is responsible for installing and maintaining water lines at slips where water hook-ups are required and/or added.

- (b) The Concessioner is responsible for purchasing, installing and maintaining meters and back flow prevention devices for new construction and new building assignments, as well as for existing facilities.
  - (c) The Concessioner will repair or replace any water system damage within its assigned areas and/or damage occurring beyond the Concessioner's assigned areas which results from negligence by the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.
  - (d) The Concessioner agrees to install water conserving fixtures or irrigation systems to all new construction, and when existing fixtures or irrigation systems need replacements. Water conservation in buildings includes using aerators on all sink faucets, low-flow shower heads (not exceeding maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.) and low-flow toilets (not to exceed 1.6 gallons/flush at 20 p.s.i. or 1.9 gallons/flush at 80 p.s.i.).
  - (e) The Concessioner is responsible for having approved back flow devices on all outside spigots.
  - (f) The Concessioner is responsible for testing for leaks within its assigned area and repairing leaks.
- (3) *Sewage*
- (a) The Concessioner will maintain all sewage disposal systems and sewer lines within the rest-room and to five feet from the rest room.

#### **E) Signs**

- (1) The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs will be permitted within Concession Facilities unless the Service approves exceptions.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines, including but not limited to, Directors Order 52, Park Signage.
- (3) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

#### **F) Solid Waste**

- (1) *Guidelines.* The Concessioner will develop, promote and implement a litter abatement program. Support will include, but is not limited to, participating in Park-wide litter clean-up events, implementing litter clean-up days within assigned areas,

and providing litter free messages on appropriate materials and in appropriate locations.

(2) *Responsibilities*

- (a) The Concessioner will be responsible for the collection of all litter and garbage and for its collection by the District of Columbia for disposal. All assigned areas will be kept free of litter, garbage, and abandoned equipment/vehicles.
- (b) All materials generated as solid waste, untreated wood and tree branches, must be removed from the Park at the Concessioner's expense and disposed of outside the Park.

(3) *Receptacles*

- (a) The Concessioner will provide its own garbage cans and dumpsters. Service garbage cans and dumpsters may be assigned to the Concessioner, if available.
- (b) Garbage cans and dumpsters must be painted approved colors.
- (c) Receptacles will be waterproof, vermin-proof, and covered with working lids.
- (d) All receptacles will be kept clean, well-maintained and serviceable.

**G) Recycling and Conservation**

- (1) *Recycling Program.* The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service. An independent vendor, with the approval of the Service, may provide these services. Recycling areas will be made available to service Concession Facilities, public, and employee areas. Interim storage of all recyclable materials must be indoors to prevent access by vermin. Products to be recycled include but are not limited to paper, newsprint, cardboard, bimetals, fluorescent tubes, plastics, aluminum, glass, waste oil, waste fuel, antifreeze, and batteries. Such program will include, but not be limited to the following:

- (a) Provide collection bins.
- (b) Removal of all material from the Park and transport to an authorized recycling center.
- (c) Provide access to and use of the recycling program to the Service.

- (2) *Use of Recycled Products.* The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. Polystyrene and plastics will be used as little as possible and then only polystyrene not containing chlorofluorocarbons may be used. Where disposable products are needed, products will be used which have the least impact on the environment. Use of post-consumer recycled products is encouraged whenever possible. The Concessioner will purchase and incorporate environmentally preferred products or services for use and for sale.

- (3) *Environmentally Safe Products.* Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable

operations and development and promote use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop a list of "green" products acceptable alternatives to utilize for all operations concerned with auto fleet/rental fleet lubricants and coolants; chemical additives to toilets; and construction materials. The list will be made available for Service review.

- (4) *Water and Energy Conservation.* The Concessioner will implement water and energy conservation measures. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment. The Concessioner is expected to attain the highest level of sustainability in all levels of operation.
- (5) *Alternative Fuel Vehicles.* The Concessioner should consider using alternative fuel vehicles where applicable.

## **H) Hazardous Materials and Hazardous Waste Program**

### *(1) General*

- (a) The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous chemicals in its operation.
- (b) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments in all Concession Facilities.
- (c) The Concessioner's designated employees will attend hazardous materials and waste management training as made available by the Park or through outside sources. Training will include Hazardous Communication Standard for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties.

### *(2) Hazardous Substances*

- (a) The Concessioner will be familiar with its obligations under Section 6 of the CONTRACT.
- (b) The Concessioner's Environmental Management Program ("EMP") will include its approach to stopping, containing and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- (c) The Concessioner will notify the Park without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup, and safety actions must be implemented immediately.

## **I) Grounds, Landscaping, And Pest Management**

### *(1) Guidelines*

- (a) The Concessioner will be responsible for landscaping, grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) and improvement of assigned areas,

as defined on the maps at Exhibit D. Plans for such landscaping must have the prior approval of the Service, and all plant species used in landscaping must have prior Service approval. As such, the Concessioner is required to submit to the Superintendent on or before October 1 of each year a Landscape Plan that outlines all landscaping initiatives planned for the next spring.

- (b) The Concessioner will be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas. The Concessioner will be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
  - (c) The Concessioner, in consultation with the Service, will develop an Integrated Pest Management Program ("IPMP") to be implemented by the Concessioner that will define the nature and frequency of treatment, approved chemical lists, etc. Application of any herbicide, pesticide, or engaging in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with the IPMP. As such, the Concessioner is required to submit to the Superintendent on or before December 31 of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log which tracks the pesticide use for the current year.
    - Bird nests may not be removed or destroyed at any time without the prior approval of the Park.
    - The control of weeds and pests by chemical and other means is subject to Service approval. The Concessioner will review specific issues with the Park's integrated pest management coordinator.
    - The Concessioner is responsible for extermination within all its areas/buildings. Paragraphs 306.2, 306.3, 306.4 and 306.5 in the IPMC do not apply to this CONTRACT.
  - (d) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural environment. This will involve protecting native vegetation and controlling erosion.
  - (e) A licensed pest control contractor will inspect all Concession Facilities on a regular cycle on an annual basis after an initial inspection. The initial inspection is to be performed within one year of the awarding of this CONTRACT. The inspection report will be submitted to the Superintendent.
  - (f) The Concessioner will emphasize water conservation in landscaping operations.
  - (g) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Park.
  - (h) The Concessioner will paint all fire hydrants with a Service-approved color.
- (2) *Hazard Tree Removal.* The Concessioner is not authorized to remove hazard trees from its assigned areas without the specific approval of the Superintendent or his designated representative, unless there is an imminent hazard. Approval will be granted in accordance with the established Park policy for hazard tree removal. The

Concessioner is responsible for removing trees after receiving Service approval. Salvageable material will be disposed of in accordance with Service regulation and policy.

#### **J) Roads, Trails, Parking Areas, and Walkways**

##### *(1) Guidelines*

- (a) The Concessioner is responsible for grading, resurfacing, surface repair, patching; striping, and debris and hazard removal; from roads, parking areas, trails, and walkways within its Concessioner Facilities.
- (b) The Concessioner is responsible for complying with Uniform Federal Accessibility Standards (“UFAS”) in assigned areas.

#### **4) Concessioner Responsibility (By Land Use)**

##### **A) Marina**

##### *(1) Boat Storage*

- (a) The Concessioner will repair, maintain, or replace the water, sewer, and electrical distribution system in accordance with all Applicable Laws.
- (b) The Concessioner will maintain, repair, and replace all assigned marina facilities.
  - All decking will be evaluated for replacement every five years, unless otherwise stated in the manufacturer’s recommendations.
  - All new dock construction or dock rehabilitation will require encapsulated foam (tub flotation).
  - Copper chromium arsenate (“CCA”) and/or creosote-treated lumber will not be allowed.
- (c) The Concessioner is responsible for assigned marina facilities which are damaged or destroyed as a result of acts of nature, normal wear and tear, acts of the Concessioner, his employees, clients, patrons, or agents.
- (d) The Concessioner is responsible for the removal of debris, damaged property, and flotation material from the marina area, including the removal of debris from the river bottom within its assigned areas.
- (e) Threaded water faucets at wet slips will have properly installed backflow prevention equipment and the Concessioner will maintain the equipment.
- (f) The Concessioner is responsible for the ongoing operation and maintenance of the dock security system. Any changes to the level of security or replacement of the system will be reviewed and approved by the Park.
- (g) The Concessioner is responsible for all repairs and maintenance of the dock system and wave attenuators due to the fluctuation of the water levels.
- (h) The Concessioner is responsible for collecting and disposing of all litter, garbage, pet wastes, and non-native vegetation in the Concession assigned area on a regular basis.



- (2) *Emergency Response Boats and Workboats.* The Concessioner's emergency response boat and/or workboat will be maintained in proper working order. The emergency response boat and/or workboat will undergo routine maintenance and have all systems tested monthly. If at anytime these boats are out of service, a backup plan will be in place in case of emergency.
- (3) *Marina Sanitation Device*
- (a) The portable marina sanitation device and lines will comply with all Applicable Laws and be maintained in a serviceable condition to mitigate the possibility of sewage leakage and/or entering the Potomac River.
  - (b) The Concessioner will provide the portable marina sanitation device to service patrons year-round, seven days per week. This portable marina sanitation device will be capable of pumping portable toilets. This portable marina sanitation device will not be used to pump fuel or oil-contaminated bilge.
  - (c) The Concessioner will maintain and operate the portable marina sanitation device. The portable marina sanitation device will receive regular cyclic maintenance.
  - (d) The Concessioner will provide and maintain adequate signage detailing the location and proper usage of the portable marina sanitation device.
  - (e) The Concessioner will dye test all sewage lines on a quarterly basis and any detected leaks will be repaired immediately. The Park will be notified as soon as possible that a leak has occurred.
- (4) *Marina Underwater Inspections.* The Concessioner will develop an Underwater Inspection Program to evaluate the dock structures. The purpose of the program is to ensure a safe and environmentally sound marina. The program will include, but is not be limited to, the following:
- (a) The Concessioner will conduct at least one annual, programmed, underwater dive inspection within defined areas of the marina.
  - (b) The results of the dive inspection(s) will be documented in a report format to be developed by the Concessioner, subject to Park approval and submitted within 30 days of the dive to the Superintendent.
  - (c) The Park reserves the right to provide oversight of the Concessioner's Underwater Inspection Program.

## **B) Support Vessels**

- (1) *General*
- (a) The Concessioner will be responsible for the safe and efficient maintenance of all vessels in strict conformity to manufacturers' specifications and all Applicable Laws.
  - (b) The Concessioner will be responsible for ensuring that all vessels receive required U.S. Coast Guard inspections.
- (2) *Maintenance Recording System*
- (a) The Concessioner will maintain the following information for each vessel:

- Make, Model, Year, Serial number and License number
  - Preventive maintenance records
  - Unscheduled mechanical inspection or attention records - such records will include the mechanic's diagnosis and any remedial actions taken
  - Component change-out records
- (b) All preventive maintenance inspection reports and equipment breakdown logs will be kept for the term of the Contract.
- (c) All above data and reports will be available to the Park upon request.
- (3) *Pollution Prevention Equipment:* New vessels purchased with outboard engines will be equipped with four-stroke or equivalent engines. As engines are replaced in vessels, they will be replaced with four-stroke or equivalent engines.
- (4) *Safety Inspection & Quality Control:* The Concessioner will be responsible for implementing and conducting a safety inspection and quality control program for all of its vessels using marine industry best management practices.
- (5) *Quality Control Audits:* The Concessioner's Risk Management Plan will be reviewed at least annually by the Superintendent.

### **C) Removable Equipment**

All Concessioner operated appliances, machinery, and equipment, including parts, supplies, and related materials, will be maintained, serviced, and repaired per manufacturers' recommendations and replaced as necessary.

## **5) Service Responsibilities**

The Park assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below. The Park will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds. The Service may require the Concessioner to replace furniture, removable equipment, and fixtures at the end of their useful life, or when the item presents a quality, safety, or environmental issue.

### **A) Utilities**

#### **(1) General**

- (a) The Service will repair or replace any damage occurring to utility systems assigned to the Concessioner where such damage is due to the negligence of the Park and/or its employees.
- (b) The utility company with the easement, will be responsible for all utility systems running through the Concession Facilities.
- (c) The Concessioner will coordinate with the Service to allow utility work to be completed prior to surface improvements (repairing roads, etc.) except for routine or emergency repairs.

- (d) The Service will be responsible for repairing roads, parking areas, trails and walkways in areas that are disturbed by Service-related utility construction. In all other situations the Concessioner will be responsible.

**B) Grounds, Landscaping, And Pest Management**

- (1) The Service will periodically monitor and identify hazardous trees in the Concession Facilities.
- (2) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.
- (3) The Service will provide oversight of hazardous tree removal for the Concessioner.

**C) Exterior Fire Equipment**

- (1) *Fire Hydrants.* The Park will maintain all fire hydrants within the Concession Facilities, including the maintenance, repair, replacement, and testing of all fire hydrants on water mains within the Concession Facilities.

Approved, effective \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_

Director, National Capital Region